

- 28. Accept and authorize the Chairman to execute the Certificate of Completion for FC-1135-01/BJC – CR 46A – Phase II Road Construction, with Southland Construction, Inc., Apopka (Certificate of Completion).**

FC-1135-01/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the construction of a four (4) lane urban road including closed drainage, utilities, landscaping, signalization, signing and pavement markings (approximately 1.9 miles in length). As of April 15, 2003, all work and documentation have been satisfactory completed. Public Works/Engineering, Environmental Services/Water and Sewer and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

## CERTIFICATE OF FINAL COMPLETION

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AGREEMENT TITLE: C.R. 46-A - Phase IICOUNTY CONTRACT NO: FC-1135-00/BJCPROJECT: C.R. 46-A - Phase II

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CONTRACTOR: Southland Construction, Inc.AGREEMENT FOR: Major Road Construction AGREEMENT DATE: 2/22/2001

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This Certificate of Final Completion applies to all Work under the Contract Documents.TO: PBS&J Construction Services, Inc.  
ENGINEERTO: Southland Construction, Inc.  
CONTRACTORTO: \_\_\_\_\_  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

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November 25, 2002

DATE OF FINAL COMPLETION

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER on March 3, 2003 PBS&J Construction Services, Inc.  
ENGINEER

BY: *RJ B...*

CONTRACTOR accepts this Certificate of Final Completion on MARCH 3., 2003.

Southland Construction, Inc.  
CONTRACTOR

BY: *Carl Country*

County accepts this Certificate of Final Completion on \_\_\_\_\_, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Clerk to the Board of County Commissioners  
of Seminole County, Florida

DATE: \_\_\_\_\_

**SEMINOLE COUNTY  
CERTIFICATE OF FINAL INSPECTION**

AGREEMENT TITLE: C.R. 46-A - Phase II  
COUNTY CONTRACT NO: FC-1135-00/BJC  
TO: CONTRACTOR: SOUTHLAND CONSTRUCTION, INC.  
PROJECT MANAGER: COURT COURTNEY

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 2/24/03 (date) in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

**Accepted by:**

CONTRACTOR:

BY: Court Courtney Date 3/3/03

ENGINEER:

BY: JD Buser Date 3/3/03

**Approved:**

\_\_\_\_\_  
Contracts Analyst Date \_\_\_\_\_

\_\_\_\_\_  
Purchasing Manager Date \_\_\_\_\_

AGREEMENT TITLE: C.R. 46-A - Phase II  
COUNTY CONTRACT NO: FC-1135-00/BJC  
AGREEMENT DATE: 2/22/2001  
PROJECT: C.R. 46-A - Phase II

### CERTIFICATE OF ENGINEER

I CERTIFY: that the Work under the above named Agreement had been satisfactorily completed under the terms of the Contract Documents; that the Project is recommended for occupancy by the COUNTY; that the CONTRACTOR had submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date	<u>2/22/01</u>	
CONTRACTOR Notified to Proceed	<u>4/09/01</u>	
Days allowed by Agreement		<u>467</u>
Extensions Granted by C.O.		<u>129</u>
Total Days Allowable		<u>596</u>
Scheduled Completion Date	<u>11/25/02</u>	
Work Began	<u>04/09/01</u>	
Project Substantially Completed	<u>10/24/02</u>	
Days to Complete		<u>596</u>
Underrun		<u>0</u>
Overrun		<u>0</u>

Date: 3/3/03

By:   
(ENGINEER)

CONSENT OF SURETY TO FINAL PAYMENT

National Fire Insurance

WE, the Company of Hartford, having heretofore executed

Performance and Payment Bonds for the above named CONTRACTOR covering the Project  
Six Million Three Hundred Ninety Seven  
as described above in the sum of Thousand, Eight Hundred Fifty dollars

(\$6,397,858.14 ) hereby agree that the County may make full payment of the final  
estimate, including the retained percentage, to said CONTRACTOR. The Surety  
concurs that full payment to the CONTRACTOR is appropriate and the Surety  
expressly releases the COUNTY from all liability to Surety resulting from full  
payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make  
payment of the final estimate to said CONTRACTOR and/or his assigns, shall in no  
way relieve this Surety company of its obligations under its bonds, as set forth  
in the Contract Documents and Bonds pertaining to the above Project.

IN WITNESS WHEREOF, the National Fire Insurance Company of Hartford has caused  
this instrument to be executed on its behalf of its Resident Agent

\_\_\_\_\_ and its duly authorized attorney in fact, and its corporate  
seal to be hereunto affixed, all on this 24th day of February, A.D.,  
1/9 2003

National Fire Insurance Company of Hartford

Surety Company

BY:

Frank B. Ferguson  
Attorney-in-Fact & Resident Agent Frank B. Ferguson


(Power of Attorney must be attached if executed by Attorney-in-Fact.)

STATE OF Florida )  
 ) ss  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 24th day of February  
1/9 2003 by Frank B. Ferguson of Windermere Insurance Agency  
(corporation), a \_\_\_\_\_ corporation, on behalf of the corporation. He/She  
is personally known to me or has produced \_\_\_\_\_ as  
identification.

Ramona Cox Hansbrough  
Print Name Ramona Cox Hansbrough  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

 Ramona Cox Hansbrough  
My Commission DD087152  
Expires March 31, 2006

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

28

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Frank B. Ferguson, Les McGrath, Individually

of Windermere, Florida

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 14th day of March, 2000.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 14th day of March, 2000, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Diane Faulkner*

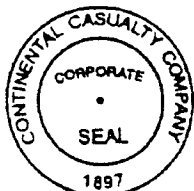
My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 24th day of February, 2003.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

**MATERIAL AND WORKMANSHIP BOND  
(10% of Final Contract Price)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** Southland Construction Inc. hereinafter referred to as a "Principal" and National Fire Insurance Company of Hartford hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 6,397,858.14 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as FC-1135-00/BJC; and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated February 13, 2001, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.



IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 24th day of February, 2003.

Address:

P.O. Box 2389

Apopka, Fl. 32704

Southland Construction, Inc.

(SEAL)

Principal

By: James H. Hain Its: PRESIDENT  
(If a Corporation)

ATTEST: James H. Hain Its: SECRETARY  
(If a Corporation)

Address:

P.O. Box 1040

Windermere, Fl. 34786

National Fire Insurance Company of Hartford

(SEAL)

Surety

By: Frank B. Ferguson  
Its Attorney-in-Fact & Resident Agent  
Frank B. Ferguson  
Phone No. 407-876-4447

Fax No. 407-876-7747

ATTEST: Susan P. Villella  
Susan P. Villella

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

28

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint

Frank B. Ferguson, Les McGrath, Individually

of Windermere, Florida

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 14th day of March, 2000.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion

Group Vice President

State of Illinois, County of Cook, ss:

On this 14th day of March, 2000, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Diane Faulkner*

My Commission Expires September 17, 2001

Diane Faulkner

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 24th day of February, 2003.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

## CONTRACTOR'S RELEASE

AGREEMENT TITLE: CR 46A PHASE II COUNTY CONTRACT NO.: FC-1135-00/BJC

NOTE: This CONTRACTOR'S Release must be submitted simultaneously with the CONTRACTOR'S request for Final Payment and Subcontractor Affidavits.


BEFORE ME, the undersigned authority in said County and State, appeared DANIEL L. CARR, who, being duly sworn and personally known to me, deposes and says that he is PRESIDENT of SOUTHLAND CONSTRUCTION, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on FC-1135-00/BJC CR 46A PHASE II, located in Seminole County, Florida, dated the 13<sup>TH</sup> day of FEBRUARY, 2002, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY'S ENGINEER; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under said Agreement. Deponent further says that the final estimate in the amount of \$ 639,785.81 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 639,785.81 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

Daniel Carr  
Affiant

STATE OF FLORIDA )  
 ) ss  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Feb., 2002, by Daniel L. Carr, of Southland Construction, INC. (corporation), a Fl. corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.

Ramona Cox Hansbrough  
Print Name Ramona Cox Hansbrough  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_  

 Ramona Cox Hansbrough  
My Commission DD087152  
Expires March 31, 2006

## CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF FLORIDACOUNTY OF ORANGE

DANIEL L. CARR, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office) of SOUTHLAND CONSTRUCTION INC. CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the FC-1135-00/BTC CR46A PHASE II and that he is authorized to and does make this affidavit in behalf of said Contractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Daniel L. Carr  
(Signature of Affiant)

PRESIDENT  
(Title)

STATE OF FLORIDA       )  
                                  ) ss  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Feb., 2003, by Daniel L. Carr, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Ramona Cox Hansbrough  
Print Name Ramona Cox Hansbrough  
Notary Public in and for the County  
and State Aforementioned

My commission expires:



Ramona Cox Hansbrough  
My Commission DD087152  
Expires March 31, 2006

172 WEST FOURTH STREET  
APOPKA, FLORIDA 32703  
TEL. (407) 889-9844  
FAX (407) 886-4348

March 3, 2002

Ltr # 142-001

**Seminole County Purchasing Division**  
1101 East First Street  
Sanford, FL 32771-1468

Attention: Tammy L. Cummings, CPPB  
Contracts Analyst

RE: CR 46A – Phase II Paola Road  
Seminole County, Florida  
FC – 1135 - 00/BJC  
**Middlesex Corporation – Final Waiver of Lien**

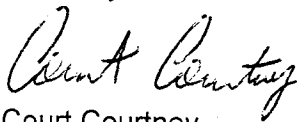
Dear Mrs. Cummings:

Southland Construction, Inc. is unable to obtain a final waiver from the Middlesex Corporation due to a disagreement concerning final quantities involving two items of work. The two items are temporary widening and leveling asphalt by the ton. The value of work in disagreement is \$ 7,502.45.

Middlesex has not submitted any backup for their claim nor ever notified this office of any quantity discrepancies until last week, nearly 3 months following project completion. Our records indicate that the final quantity for temporary widening is 5,254 square yards and that leveling asphalt utilized was 12 tons.

If you have any questions or comments please feel free to contact me.

Sincerely,



Court Courtney  
Project Manager

Cc: file

172 WEST FOURTH STREET  
APOPKA, FLORIDA 32703  
TEL. (407) 889-9844  
FAX (407) 886-4348

February 26, 2003

Middlesex Corporation  
1335 Thomas Ave.  
Leesburg, FL 34748-3223

Attention: Mr. Jim Allen, Project Manager

RE: CR 46A – Phase II Paola Road  
Seminole County, Florida  
FC – 1135 - 00/BJC  
**Final Contract Value**

Dear Mr. Allen:

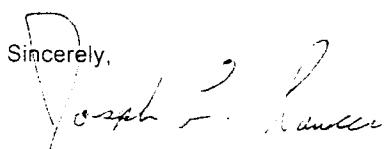
We have reviewed your request for additional compensation on the above project. We can agree on some of the issues you bring forward. First, we do owe you the balance of the mobilization to bring it to 100 percent complete. Secondly, we can agree to add 12 tons of overlay asphalt to the final contract balance. You indicated that Bob Carmen directed your staff to place approximately 82.1 tons of overlay on the project. We contacted Bob this past week to discuss his recollection on this subject, and he indicated that on one occasion we had your staff place about a half a load of asphalt for leveling.

Lastly, we can not agree with your quantities for the temporary asphalt. We have reviewed the paid quantity for the temporary paving and compared them against the measured quantities and found that we have actually paid you 24 SY more than we should have. We have field quantity measurements performed by Court Courtney, which are in turn recorded in a daily diary. We have checked the measured areas against our aerial photographs in an attempt to find some areas we may have accidentally missed. Our measurements correspond with the aerial photos reinforcing our confidence that the measurements are both fair and accurate.

During our conversation the other day, you indicated that you have regularly documented your disagreement with the payment quantities. Following our conversation, we reviewed our correspondence files for the project in an attempt to locate the correspondence that indicates your disagreement with the payment quantities. Unfortunately, we found no disputes until well after the project was complete. Further, the items in dispute are not easily dealt with after the job is complete particularly the temporary paving as it has been removed at this time. The few pay estimates that you have forwarded to this office do not provide total quantities of work performed or previous payments information providing us no means for identifying any potential disagreements.

We have routinely produced and faxed a copy of the approved quantities and pay estimate for your company's review and comment. Attached are the final contract quantities that total to a final contract value of \$809,893.49. We will process the final estimate immediately, and will post the open retainage for payment.

Sincerely,



Joseph L. Raucci  
General Manager

Cc: Project Management, File.

Attachment

28

SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To be Presented With CONTRACTOR's Request For Final Payment

STATE OF Florida

COUNTY OF Seminole

LARRY PATE being duly sworn according to law, deposes and says that he is the FINANCIAL MANAGER (Title of Office) of Florida Industrial Electric Inc Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A Phase II and that he is authorized to and does make this Affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

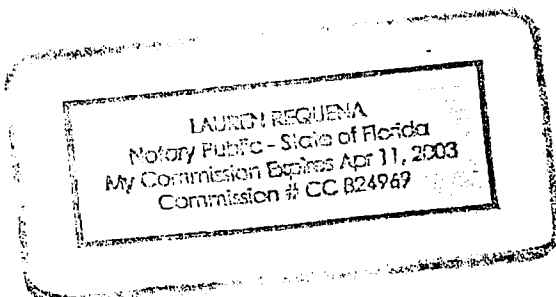
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Larry Pate  
(Signature of Affiant)

FINANCIAL MANAGER  
(Title)

STATE OF Florida  
COUNTY OF Seminole ss

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February 2003, by LARRY PATE, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Lauren Reguena  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 4/11/03

\*\* TOTAL PAGE.03 \*\*

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## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

COPY of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FloridaCOUNTY OF Orange

Barbara Glidewell, being duly sworn according to law, deposes and says that she is the Corporate Secretary (Title of Office) of All-Rite Fence Co. Inc. Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A Phase II Road Construction and that she is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Barbara Glidewell  
(Signature of Affiant)

Corporate Secretary  
(Title)

STATE OF Florida )COUNTY OF Orange ) ss

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Feb., 2003, by Barbara Glidewell, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Print Name Daniel Pearce  
Notary Public in and for the County  
and State Hereinmentioned

My commission expires: Daniel Pearce

My Commission DD059680  
Expires September 23, 2006



FILED FOR RECORDING

FILED FOR RECORDING

FILED FOR RECORDING

ACF3100

28

**SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)**Copy of Affidavit To Be Presented With CONTRACTOR'S REQUEST FOR FINAL PAYMENTSTATE OF FloridaCOUNTY OF Hillsborough

Amy Holcomb being duly sworn according to law, deposes and says  
 that he is the Credit Mgr (Title of Office) of Alford Const. Inc.  
 Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY  
 for the CE 46A and that he is authorized to and does  
 make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

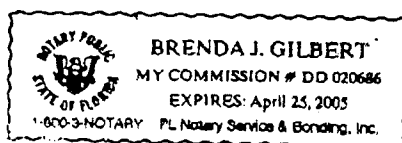
1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Amy Holcomb  
 (Signature of Affiant)

Credit Mgr  
 (Title)

STATE OF Florida )  
 COUNTY OF Hillsborough ) ss

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2003 by Amy Holcomb, who is personally known to me or who has produced an identification.



Brenda J. Gilbert  
 Print Name  
 Notary Public in and for the County  
 and State Aforementioned

My commission expires: \_\_\_\_\_

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

COPY of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF FloridaCOUNTY OF Hillsborough

Sharon Stewart, being duly sworn according to law, deposes and says that he is the Corporate Credit Manager (Title of Office) of Linder Industrial Machinery Subcontractor/Vendor in a contract entered into between the CONTRACTOR and COUNTY for the rental equipment CR46A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

SE Stewart

(Signature of Affiant)

Corporate Credit Manager

(Title)

STATE OF )

COUNTY OF ) ss

The foregoing instrument was acknowledged before me this 21st day of February, 2003 by Sharon Stewart, who is personally known to me or who has produced N/A as identification.



Beverly Herndon  
Commission # DD 038470  
Expires August 17, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print Name Beverly Herndon

Notary Public in and for the County and State Aforementioned

My commission expires: \_\_\_\_\_

FEB 21 2003 16:55 FR

TO 4072615449

P.03/03

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FloridaCOUNTY OF Seminole

Phillip J. Fausnight, being duly sworn according to law, deposes and says that he is the President (Title of Office) of Fausnight Stripe & Line, Inc. Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the C.R. 46A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Phillip J. Fausnight  
(Signature of Affiant)

President  
(Title)

STATE OF Florida )  
COUNTY OF Seminole ) ss

The foregoing instrument was acknowledged before me this 24 day of February, 2003 by Phillip Fausnight, who is personally known to me or who has produced as identification

Barbara A. Bonacci  
Print Name BARBARA A. BONACCI  
Notary Public in and for the County  
and State Aforementioned

My commission expires:



Barbara A. Bonacci

My Commission DD084585  
Expires January 18, 2008

Feb 21 03 05:39p

02/21/2003 16:19 8634246811

SWARTS LANDSCAPING

PAGE 02/02

FEB 21 2003 12:34 FR

TO 18634246811

P.04/04

28

**SUBCONTRACTOR/VENDOR'S AFFIDAVIT OF LIEB (Final and Complete)****Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment**STATE OF FloridaCOUNTY OF Brevard

Pamela Renaud, being duly sworn according to law, deposes and says that he is the Asst. Corp. Secretary (Title of Office) of P. & P. Turf Farms, LLP Subcontractor/Vendor in a Contract entered into between the Contractor and County for the CR46A Phase II EC-1135-00/BHIC and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor, and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTOR.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

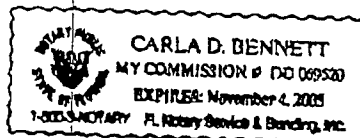
Pamela Renaud  
(Signature of Affiant)

Asst Corporate Secretary  
(Title)

STATE OF )  
COUNTY OF ) ss

The foregoing instrument was acknowledged before me this 21 day of February 2003, at FL, by Pamela Renaud, who is personally known to me or who has produced as identification.

Carla D Bennett  
Print Name  
Notary Public in and for the County  
and State Afforementioned

My commission expires: 11/4/05

\*\*\* TOTAL PAGE.04 \*\*\*

FEB 21 2003 12:34 FR

TO 18634246811

P.04/04

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF Florida  
COUNTY OF PolkEstrellita Moore, being duly sworn according to law, deposes and says that he is the Vice President (Title of Office) of Swart's Landscaping Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46 Project and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Estrellita Moore  
(Signature of Affiant)Vice President  
(Title)STATE OF Florida )  
COUNTY OF Polk ) ssThe foregoing instrument was acknowledged before me this 21st day of Feb., 2003, by Estrellita Moore, who is personally known to me or who has produced \_\_\_\_\_ as identification.Kimberly Percic  
Print Name Kimberly Percic  
Notary Public in and for the County  
and State AforementionedMy commission expires: 9-18-05Kimberly Percic  
MY COMMISSION # DD058135 EXPIRES  
September 18, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

FEB 21 2003 10:55 FR

TO 13527421539

P.02/03

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit to be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FloridaCOUNTY OF LAKE

Chet Clayton, being duly sworn according to law, deposes and says that he is the Agent (Title of Office) of Florida Concrete Ppe Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Chet Clayton  
(Signature of Affiant)

Agent  
(Title)

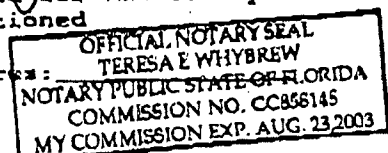
STATE OF FloridaCOUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24 day of February, 2003 by Chet Clayton, who is personally known to me or who has produced an identification.

Teresa E. Whybrow  
Print Name

Notary Public in and for the County  
and State Aforementioned

My commission expires:



**WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT****28**

3017674

10694941  
10695662

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **SOUTHLAND CONSTRUCTION INC** for the following described property:

**SR 46A PHASE II E. OF I-4  
SANFORD, FLORIDA  
SEMINOLE COUNTY**

Dated on **FEBRUARY 21<sup>ST</sup>**, 2003

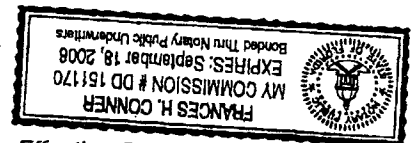
Lienor's Name RINKER MATERIALS OF FLORIDA, INC.  
Address 1398 State Road 436 Suite 200  
Casselberry, FL 32707

By Kristin Berger  
**KRISTIN BERGER**

Sworn to and subscribed before me this **21<sup>ST</sup>** day of **FEBRUARY**, 2003

Frances H. Conner  
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

KRB

28

WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT

3022235

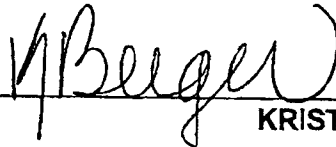
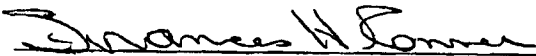
10688746

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **SOUTHLAND BUILDING CORP** for the following described property:

**COUNTY RD 46A, PH2, GROUNDWORK  
SANFORD, FLORIDA  
SEMINOLE COUNTY**

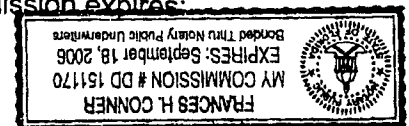
Dated on **FEBRUARY 21<sup>ST</sup>, 2003**Lienor's Name RINKER MATERIALS OF FLORIDA, INC.Address 1398 State Road 436 Suite 200  
Casselberry, FL 32707

By

**KRISTIN BERGER**Sworn to and subscribed before me this **21<sup>ST</sup>** day of **FEBRUARY, 2003**

Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

KRB



28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

COPY of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FloridaCOUNTY OF Marion

LELAND R. MADSEN, being duly sworn according to law, deposes and says that he is the ADMINISTRATOR (Title of Office) of BEDROCK RESOURCE Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 44A - PH II ROAD CONSTRUCTION and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Leland R. Madsen  
(Signature of Affiant)

ADMINISTRATOR  
(Title)

STATE OF FLORIDACOUNTY OF MARION

The foregoing instrument was acknowledged before me this 21st day of FEB, 2003, by LELAND R. MADSEN, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Amanda H. Dennard  
MY COMMISSION # DD075715 EXPIRES  
December 6, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

Amanda H. Dennard  
Print Name AMANDA H. DENNARD  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 12/6/05

\*\* TOTAL PAGE.03 \*\*

28

## WAIVER AND RELEASE OF LEIN

## FINAL

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT  
IN THE AMOUNT 0 HEREBY WAIVES AND RELEASES ITS  
LIEN AND RIGHT TO CLAIM A LEIN FOR LABOR, SERVICES OR MATERIAL  
FURNISHED TO R&J ON THE JOB OF \_\_\_\_\_  
FOR THE FOLLOWING DESCRIBED PROPERTY.

## FUEL OIL

for the improvements of real property identified as SEMINOLE COUNTY JOB NUMBER FC-1135-00/BHJC-CR,  
COUNTY ROAD 46 A PHASE II, SEMINOLE COUNTY FLORIDA CR 46 A PHASE II, FC 1135-00/BHJC-CR  
under an order given by R&J DEVELOPMENT.

DATED ON February 19 2003

STATE: FLORIDA  
COUNTY: ORANGE

TAYLOR PETROLEUM CO INC.

BY Teresa Wirth  
TERESA WIRTH  
OFFICE MANAGER

SWORN TO AND SUBSCRIBED TO BEFORE ME  
THIS 19 DAY OF February 2003

NOTARY PUBLIC Patricia A. Figarola

MY COMMISSION EXPIRES:



## WAIVER AND RELEASE OF LEIN

## FINAL

THE UNDERSIGNED LIENOR, IN CONSIDERATION OF THE FINAL PAYMENT  
IN THE AMOUNT 0 HEREBY WAIVES AND RELEASES ITS  
LIEN AND RIGHT TO CLAIM A LEIN FOR LABOR, SERVICES OR MATERIAL  
FURNISHED TO R&J ON THE JOB OF \_\_\_\_\_  
FOR THE FOLLOWING DESCRIBED PROPERTY.

## FUEL OIL

for the improvements of real property identified as SEMINOLE COUNTY JOB NUMBER FC-1135-00/BHJC-CR,  
COUNTY ROAD 46 A PHASE II, SEMINOLE COUNTY FLORIDA CR 46 A PHASE II, FC 1135-00/BHJC-CR  
under an order given by R&J DEVELOPMENT.

DATED ON February 19 2003

STATE: FLORIDA  
COUNTY: ORANGE

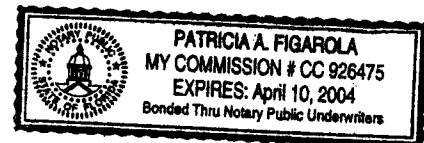
TAYLOR PETROLEUM CO INC.

BY Teresa Wirth  
TERESA WIRTH  
OFFICE MANAGER

SWORN TO AND SUBSCRIBED TO BEFORE ME  
THIS 19 DAY OF February 2003

NOTARY PUBLIC Patricia A. Figarola

MY COMMISSION EXPIRES:



RECEIVED

FEB 20 2003

28

WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT

3025529

10742138

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **ROBERT SANGSTER** to the following described property:

**46A ROAD WIDENING PROJECT  
SANFORD, FLORIDA**

Dated on **FEBRUARY 19, 2003**

Lienor's Name RINKER MATERIALS  
Address 1398 State Road 436 Suite 200  
Casselberry, FL 32707

By Natalie A. Mahabir  
**NATALIE A. MAHABIR**

Sworn to and subscribed before me this **19TH** day of **FEBRUARY, 2003**

Joyce E. Fowler  
Notary Public

My Commission expires:

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

THIS RELEASE IS CONTINGENT UPON RECEIPT OF THE FUNDS STATED HEREIN, AND CLEARANCE OF THE FUNDS BY THE DRAWEE BANK AND SHALL NOT BE EFFECTIVE UNTIL SUCH CONTINGENCY OCCURS

NAM



FEB 21 2003 10:14 FR

TO 13526292655

P.03/03

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SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final PaymentSTATE OF FLORIDACOUNTY OF MARION

Christine Hertz, being duly sworn according to law, deposes and says that he is the Admin. Asst. (Title of Office) of Dixie Lime & Stone Co. Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A-Phase II and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Christine Hertz  
(Signature of Affiant)

Christine Hertz  
Administrative Assistant  
(Title)

STATE OF FLORIDA )

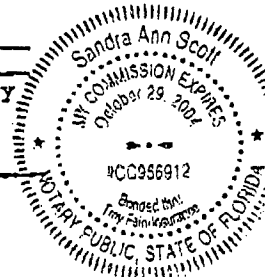
) ss

COUNTY OF MARION )

The foregoing instrument was acknowledged before me this 21st day of February, 2003, ~~XXXXXX~~ by Christine Hertz, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Sandra Ann Scott  
Print Name Sandra Ann Scott  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_



\*\* TOTAL PAGE.03 \*\*

28

SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF Virginia

COUNTY OF Chesterfield

Terris Fuller, being duly sworn according to law, deposes and says that she is the Treasurer (Title of Office) of ACF Environmental subcontractor/vendor in a contract entered into between the CONTRACTOR and COUNTY for the 46A Phase II Sewerage Project and that she is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Terris Fuller  
(Signature of Affiant)

Treasurer  
(Title)

STATE OF Virginia

COUNTY OF Chesterfield

The foregoing instrument was acknowledged before me this 21st day of Feb, 2003 by Terris Fuller, who is personally known to me or who has produced no as identification.

Sharon R. Higgins  
Print Name SHARON R. HIGGINS  
Notary Public in and for the County  
and State Aforementioned Virginia

My commission expires: 02/28/05

[ 20

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FLORIDACOUNTY OF SEMINOLE

JESSICA YURT. being duly sworn according to law, deposes and says that he is the ACCOUNTS MANAGER (Title of Office) of SEMINOLE MASONRY Subcontractor/Vendor in a contract entered into between the CONTRACTOR and COUNTY for the C.R. 46A JDB and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Jessica Yurt.  
(Signature of Affiant)

ACCOUNTS MANAGER  
(Title)

STATE OF

COUNTY OF

) ss

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2003, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Sally A. Ambler  
Print Name Sally A. Ambler  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 6/28/04

SALLY A. AMBLER  
Notary Public, State of Florida  
My comm. exp. June 28, 2004  
Comm. No. CC988485

128

WAIVER AND RELEASE OF LIEN  
FINAL PAYMENT

3041093

10839968

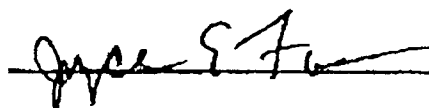
The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to SEMINOLE MASONRY INC for the following described property:

HWY 48A WALL  
SANFORD, FLORIDA  
SEMINOLE COUNTY

Dated on FEBRUARY 21, 2003

Lienor's Name: RINKER MATERIALS of FLORIDA, INC  
Address 1398 State Road 436 Suite 200  
Casselberry, FL 32707

By Karen M. Lyng  
CREDIT SPECIALIST/KAREN LYNG

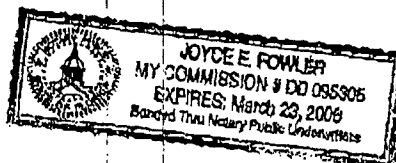
Sworn to and subscribed before me this 21<sup>ST</sup> day of FEBRUARY 2003

Notary Public

My Commission expires:

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

KML





28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF FloridaCOUNTY OF Orange

PATRICIA LUDDO, being duly sworn according to law, deposes and says that he is the RCM (Title of Office) of Sunbelt Paving, Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A PROJECT and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

X Southland Const. Inc

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

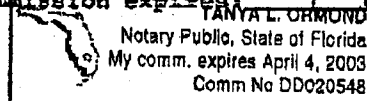
P. Ludde CBA-RCM  
(Signature of Affiant)

CBA-RCM  
(Title)

STATE OF FloridaCOUNTY OF Orange ss

The foregoing instrument was acknowledged before me this 21 day of Feb, 2003, by PATRICIA LUDDO, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Tanya L. Ormond  
Print Name TANYA L. ORMOND  
Notary Public in and for the County  
and State Aforementioned

My commission expires 4-4-03

28

SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF Florida

COUNTY OF Armon

Ed Storey being duly sworn according to law, deposes and says that he is the CEO (Title of Office) of Essex Builders Group Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46A-Rte Road Construction and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
(Signature of Affiant)

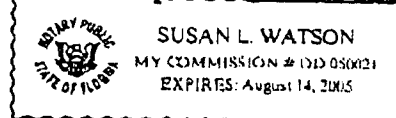
CEO  
(Title)

STATE OF Florida )  
COUNTY OF Armon ) ss

The foregoing instrument was acknowledged before me this 24 day of Feb, 192003 by Ed Storey, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Susan L. Watson  
Print Name  
Notary Public in and for the County  
and State Aforementioned

My commission expires:



28

**SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF Florida

COUNTY OF Seminole

Serold L. Botts, being duly sworn according to law, deposes and says that he is the President (Title of Office) of Metro Sewer Services Inc. Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the C.D. 46 A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

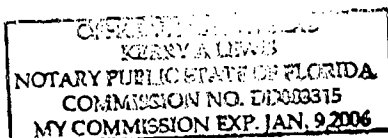
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
(Signature of Affiant)  
President  
(Title)

STATE OF Florida )  
COUNTY OF Seminole ) ss

The foregoing instrument was acknowledged before me this 24 day of February, 2003, by Serold L. Botts, who is personally known to me or who has produced [Signature] as identification.



[Signature]  
Print Name Kerry A. Lewis  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 1/9/06

\*\* TOTAL PAGE. 03 \*\*



WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

28

18928-96

50691 SHOP

The undersigned lienor, in consideration of the final payment in the amount of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced to SOUTHLAND CONSTRUCTION INC on the job of SEMINOLE COUNTY BOCC (owner), to the following described property:

SANFORD, FLORIDA, "CR 46A PHASE II", FC-1135-00/BHJC-CR, SCI PROJECT NUMBER 142, BOND NUMBER 92913508  
SEMINOLE COUNTY, FLORIDA.

DATED on FEBRUARY 24, 2003

HUGHES SUPPLY INC  
20 N ORANGE AVE STE 200  
ORLANDO FL 32801

By Sharon R. Nandlal  
SHARON R. NANDLAL  
Lien Release Supervisor

Sworn to and subscribed before me this FEBRUARY 24, 2003

[Signature]  
Signature of Notary Public  
Commissioned State of Florida



Errol C. Campbell  
MY COMMISSION # DD061990 EXPIRES  
November 5, 2005  
BONDED THROUGH TROY FAIR INSURANCE, INC

Print, Type or Stamp  
Name of Notary Public

Personally Known XX OR, Produced Identification N/A

Type of Identification Produced N/A

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes 1996. Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

FEB 21 2003 16:11 FR

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FloridaCOUNTY OF Orange

Chris J. Freer, being duly sworn according to law, deposes and says that he is the General Manager (Title of Office) of Vila & Son, Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CRATER Project and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

(Signature of Affiant)

General Manager  
(Title)

STATE OF Florida } ssCOUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of February, 2003 by Chris J. Freer, who is personally known to me or who has produced as identification.

Deborah Brady  
Print Name Deborah Brady  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 4/30/05

02/19/2003 15:47 4076549417

VILA&SON

TO 4076549417

P.02/02

FEB 19 2003 15:40 FR

28

SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF Florida

COUNTY OF Lake

Deborah Belzer, being duly sworn according to law, deposes and says that he is the Credit Manager (Title of Office) of Marion Farms, Inc. Subcontractor/vendor in a contract entered into between the CONTRACTOR and COUNTY for the County Road 41A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Deborah Belzer  
(Signature of Affiant)

Credit Manager  
(Title)

STATE OF Florida  
COUNTY OF Lake } ss

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Feb 2003, by Deborah Belzer, who is personally known to me or who has produced N/A as identification.

Sharon Slagter  
Print Name Sharon Slagter  
Notary Public in and for the County  
and State Aforesaid

My commission expires: Oct. 17, 2003

Sharon Slagter  
My Commission CC880143  
Expires October 17, 2003

Feb 21 03 02:10p

Bruce Mac Withey

407-872-1499

p.1

28

SUBCONTRACTOR/VENDOR'S WAIVER OF LIEK (Final and complete)Copy of Affidavit to be prepared with CONTRACTOR'S RETURN FOR Final PaymentSTATE OF FloridaCOUNTY OF Orange

Toby Bowen, being duly sworn according to law, deposes and says that he is the A Manager (Title of Office) of John Deere Landscapes, Subcontractor/Vendor in a contract entered into between the CONTRACTOR and COUNTY for the County Road 46A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the CONTRACTOR.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the County from any further liability under the Contract Documents.

Toby Bowen  
(Signature of Affiant)

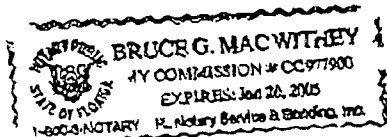
A Manager

(Title)

STATE OF FloridaCOUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of February, 2003, by Toby Bowen, who is personally known to me or who has produced proper identification.

Bruce G. Mac Withey  
Print Name Bruce G. Mac Withey  
Notary Public in and for the County  
and State Hereinmentioned

My commission expires: January 20, 2005

vilafinalCR46A2.max

Received Fax: Feb 19 2003 9:05PM Fax Station: LAKE BRANTLEY PLANT CORP

02/19/2003 15:49 4076549417

VILA&amp;SON

TO 4076549417

PAGE 02/02

P.02/02

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF Florida  
COUNTY OF Seminole

William Klinger, being duly sworn according to law, deposes and says that he is the Treasurer [Title of Office] of Subcontractor/Vendor in a contract entered into between the CONTRACTOR and COUNTY for the C.R. 46A and that he is authorized to and does make this affidavit in behalf of said subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

(Signature of Affiant)

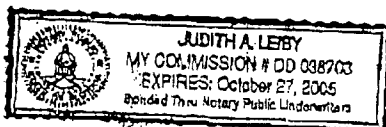
WILLIAM KLINGER / TREASURER  
(Title)

STATE OF Florida,  
COUNTY OF Seminole ss

The foregoing instrument was acknowledged before me this 20th day of February, 2003 by WILLIAM KLINGER, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Judith A. Leiby  
Print Name  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_



\*\* TOTAL PAGE.02 \*\*



28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

COPY of Affidavit To Be Presented With CONTRACTOR's Request For Final Payment

STATE OF FloridaCOUNTY OF Orange

Nick Ferworn being duly sworn according to law, deposes and says that he is the Branch Manager (Title of Office) of Neff Rental Subcontractor/Vendor in a contract entered into between the CONTRACTOR and COUNTY for the CR 46A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Nick Ferworn  
(Signature of Affiant)

Branch Manager  
(Title)

STATE OF FloridaCOUNTY OF Orange

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb. 19 2003 by Nick Ferworn, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Teresa Martin  
Print Name Teresa Martin  
Notary Public in and for the County  
and State Aforementioned

My commission expires: Dec. 22nd, 2006

TERESA MARTIN  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD173791  
EXPIRES 12/22/2006  
BONDED THRU (1-888-NOTARY1)

\*\* TOTAL PAGE.03 \*\*

FEB 25 2003 11:20 FR

TO 14073026120

P.02/02

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

COPY OF AFFIDAVIT TO BE PRESENTED WITH CONTRACTOR'S REQUEST FOR FINAL PAYMENT

STATE OF FloridaCOUNTY OF Seminole

Chere Shank, being duly sworn according to law, deposes and says that he is the Site Coordinator (Title of Office) of Worline Land Studding Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the CR 46 A and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Chere Shank  
(Signature of Affiant)

Chere Shank

Site Coordinator  
(Title)

STATE OF FL

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 25th day of Feb 2003, by Chere Shank, who is personally known to me or who has produced no identification.

Diane Johnston  
Print Name Diane Johnston  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 7/20/04

DIANE JOHNSTON  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # CC24183  
EXPIRES 7/20/04  
BONDED THRU ASA 1-888-NOTARY

\*\* TOTAL PAGE.02 \*\*

28

**SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)**Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final PaymentSTATE OF FLORIDACOUNTY OF DUVAL

RUSSELL A. SMITH, being duly sworn according to law, deposes and says that he is the VICE PRESIDENT (Title of Office) of STANDARD PRECAST INC. Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the C.R. 46A - PH II ROAD CONSTR. and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

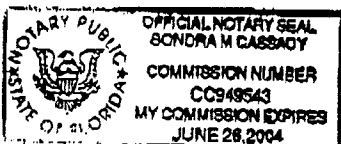
1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Russell A. Smith  
(Signature of Affiant)

RUSSELL A. SMITH, VICE PRESIDENT  
(Title)

STATE OF FLORIDACOUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26TH day of FEBRUARY 2003, N/A, by RUSSELL A. SMITH, who is personally known to me or who has produced N/A as identification.



Sandra M. Cassady  
Print Name  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

28

## SUBCONTRACTOR/VENDOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

STATE OF FLORIDACOUNTY OF VOLUSIA

KEITH JUNG, being duly sworn according to law, deposes and says that he is the VICE PRESIDENT (Title of Office) of EDUCIAUS LANDCLEARING Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the FC-1135-M/B/K-CR 40A II and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.

2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.

3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.

4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

(Signature of Affiant)

VICE PRESIDENT  
(Title)

STATE OF FLORIDA )

COUNTY OF VOLUSIA ) ss

The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of February, 2003 by KEITH JUNG (who is personally known to me) or who has produced \_\_\_\_\_ as identification.

Jeffery F. Rye CC837214  
Print Name: JEFFERY F. RYE  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 5/16/03

RECEIVED

MAR 3 2003

YOUTH AND CONSTRUCTION

\*\* TOTAL PAGE.03 \*\*

28

USED TO BE  
US FILTER

## SUBCONTRACTOR/VENDOR'S WAIVER OF LITIGATION (Final and Complete)

COPY of Affidavit to be furnished with CONTRACTOR's Request for Final Payment

STATE OF FloridaCOUNTY OF Orange

Ardenia J. Jones, being duly sworn according to law, deposes and says that he is the Credit Manager (Title of Office) of National Waterworks Subcontractor/Vendor in a Contract entered into between the CONTRACTOR and County for the 4072900849 and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the Subcontractor alone has made all subcontracts, and the Subcontractor and his sub-subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the Subcontractor is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTOR.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment shall release the COUNTY from any further liability under the Contract Documents.

Ardenia J. Jones  
(Signature of Affiant)

Credit Manager  
(Title)

STATE OF FloridaCOUNTY OF Orange

The foregoing instrument was acknowledged before me this 26 day of February 2003 by Ardenia J. Jones, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Tracy Linville  
Print Name

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_



\*\* TOTAL PAGE 04 \*\*